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Received & Inspected

Arlington Heights Memorial Library

JUL 15 2009

FCC Mail Room

7-14-09

Paula Moore
Executive Librarian

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

RE: CC Docket No. 02-~~p~~6
Request for Waiver

Dear Ms. Dortch,

The Arlington Heights Memorial Library would like to request a waiver for the late filing of our 471 application number 702283.

I have enclosed all the documentation including a letter of explanation to USAC and their response.

Please accept the enclosed explanation; we believe we have acted in good faith and have tried to follow this appeal process, with USAC's assistance, since March.

Enclosed:

Dated 4-1-09, AT&T contract, for contract period 1-1-09 to 12-31-12

Dated 2-12-09, first filing of the form 471 number 692745

Dated 6-2-09, second filing of form 471 number 702283

Date 6-24-09, Letter of appeal to USAC

Dated 7-10-09, Letter from USAC of the Decision on the Appeal

I await your reply.

Thank you,

Mary Pat Berman
Finance Manager

No. of Copies rec'd 0
List ABCDE



Arlington Heights Memorial Library

Paula Moore
Executive Librarian

6-24-09

Letter of Appeal
Schools and Libraries Division -- Correspondence Unit
100 S. Jefferson Road
P.O. Box 902
Whippany, NJ 07981

RE: Appealing the "Funding Year 2009 Form 471 Postmarked Outside of Window Letter."

To Whom It May Concern:

I wish to appeal the decision made on the attached form 471, form application #702283. The Arlington Heights Memorial Library would like to request a waiver on the decision of a late filing date. The library filed their 470 on time and checked in block 2 & 3, question 13A and 14. However, when processed they went unchecked. This was not noticed until you contacted me.

I then filed a manual 470 on 4-17-09. Sherry from your office assisted me with case #21-887-788. I then spoke with Kathy, case #21-884-617, who instructed me to file a second, manual 471, which you received.

The AT&T contact is attached and our AT&T account manager has been copied on this appeal.

You have requested the following information:

Appellant: Arlington Heights Memorial Library, BEN #135209
Service Provider: Illinois Bell Telephone, SPIN #143001912
The 471 application number is 702283

We will await your decision.

Thank you,

Pat Berman
Finance Manager
847-506-2615
pberman@ahml.info



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2009-2010

July 10, 2009

Pat Berman
Arlington Heights Memorial Library
500 North Dunton Avenue
Arlington Heights, IL 60004

Re: Applicant Name: ARLINGTON HEIGHTS MEM LIBRARY
Billed Entity Number: 135209
Form 471 Application Number: 702283
Funding Request Number(s): 1924121
Your Correspondence Dated: June 24, 2009

The Universal Service Administrative Company (USAC) received your request for a waiver of the Application Filing Deadline for Funding Year 2009 of the Schools and Libraries Universal Service Support Mechanism.

Federal Communications Commission (FCC) rules do not permit USAC to consider requests for waivers. If you believe there is a basis for further examination of your request, you may file a waiver request with the FCC. You should refer to CC Docket No. 02-6 on the first page of your waiver request to the FCC. If you are submitting your waiver request via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing a waiver request with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company

Pat Berman
Arlington Heights Memorial Library
500 North Dunton Avenue
Arlington Heights, IL 60004

Billed Entity Number: 135209
Form 471 Application Number: 702283
Form 486 Application Number:



Schools and Libraries Division

**FUNDING YEAR 2009 FORM 471
POSTMARKED OUTSIDE OF WINDOW**

June 18, 2009

PAT BERMAN
ARLINGTON HEIGHTS MEM LIBRARY
500 N DUNTON
ARLINGTON HEIGHTS, IL 60004

Re: Applicant's Form Identifier: 471ATT2
Form 471 Application Number: 702283

Dear PAT BERMAN:

We're sending this letter to thank you for your recent Form 471 application. Your Form 471 application was postmarked on 06/02/2009, which is AFTER the Funding Year 2009-2010 filing window closed at 11:59 p.m. EST on Thursday, February 12, 2009.

Program rules require us to hold your application pending final review of those applications that were filed within the filing window. We will post an announcement on the USAC website at www.usac.org/sl once we determine if funding applications that were submitted within the application filing window will fully utilize all the funds available for this Funding Year.

For more information about the processing of pending applications, about funding for applications filed after the close of the filing window or about plans for future Funding Years, please visit our website or call the Client Service Bureau at 1-888-203-8100.

TO APPEAL THIS DECISION:

If you wish to appeal a decision indicated in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the decision letter and the decision you are appealing:
 - Appellant name,
 - Applicant or service provider name,
 - BEN,
 - Application number 702283 as assigned by USAC,
 - "Funding Year 2009 Form 471 Postmarked Outside of Window Letter,"AND
 - The exact text or the decision that you are appealing.
3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.

4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973)599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
100 South Jefferson Road
P.O. Box 902
Whippany, NJ 07981

You have the option of filing an appeal with USAC or with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted on our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

Schools and Libraries Division
Universal Service Administrative Company

**Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471**

* Estimated Average Burden Hours per Response: 4 hours

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.sl.universalservice.org.)

The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier

15000000000000000000

Form 471 Application#

15000000000000000000

(Create your own code to identify THIS Form 471)

(To be assigned by administrator)

Block 1: Billed Entity Information (The "Billed Entity" is the entity paying the bills for the services listed on this form.)

1 a Name of Billed Entity 471ATF2

2 a Funding Year: July 1, 2009 through June 30, 2010 3 Billed Entity Number 135209

4 a Street Address, P.O. Box, or Route Number 500 N DUNTON

City ARLINGTON HEIGHTS

State IL Zip Code 60004

b Telephone Number 847 506 2615 Ext. c Fax Number 847 506 2650

- 5 a Type of Application
- ☐ Individual School (individual public or non-public school)
- ☐ School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)
- ☒ Library (including library system, library outlet/branch or library consortium as defined under LSTA)
- ☐ Consortium Check here if any members of this consortium are ineligible or non-governmental entities.

6 Contact Person's Name PAT BERMAN

First, if the Contact Person's Street Address is the same as in Item 4, check this box.

☒ If not, please complete the entries for the Street Address below.

b Street Address, P.O. Box, or Route Number

City

State IL Zip Code

Check the box next to your preferred mode of contact and provide your contact information provided.

c Telephone Number Ext. d Fax Number

E-mail Address

e pberman@ahml.info

f Holiday/vacation/summer contact information:

MAILED 6-2
what FOR delinquent
Letter then request
waiver



0 4 7 0 0 1 0 1 0

Entity Number 135209 Applicant's Form Identifier 471 ATT 2
 Contact Person PAT BERMAN Phone Number 847-506-2615

This information will facilitate the processing of your applications. Please complete all rows that apply to services for which you are requesting discounts. Complete this information on the FIRST Form 471 you file, to encompass this and all other Forms 471 you will file for this funding year. You need not complete this information on subsequent Forms 471. Provide your best estimates for the services ordered across ALL of your Forms 471.

Schools/school districts complete Item 7. Libraries complete Item 8. Consortia complete Item 7 and/or Item 8.

Block 2: Impact of Services Ordered on Schools

IF THIS APPLICATION INCLUDES SCHOOLS...		BEFORE ORDER	AFTER ORDER
7a	Number of students to be served		
b	Telephone service: Number of classrooms with phone service		
c	Dial-up Internet access: Number of connections (up to 56kbps)		
d	Direct broadband services: Number of buildings served at the following speeds: Less than 10 mbps Between 10 mbps and 200 mbps Greater than 200 mbps		
e	Direct connections to the Internet: Number of drops		
f	Number of classrooms with Internet access		
g	Number of computers or other devices with Internet access		

Block 3: Impact of Services Ordered on Libraries

IF THIS APPLICATION INCLUDES LIBRARIES...		BEFORE ORDER	AFTER ORDER
8a	Number of library patrons to be served		76998
b	Telephone service: Number of rooms with phone service	251	251
c	Dial-up Internet access: Number of connections (up to 56kbps)	275	275
d	Direct broadband services: Number of buildings served at the following speeds: Less than 10 mbps Between 10 mbps and 200 mbps Greater than 200 mbps		
e	Direct connections to the Internet: Number of drops		
f	Number of buildings with Internet access		
g	Number of computers or other devices with Internet access	225	225

Block 4: Discount Calculation Worksheets

You must complete a separate worksheet for each group of entities sharing one or more services. If you are filing as a consortium and your members include school districts or library systems, you must complete a separate worksheet for each of those members. In addition, if you are applying for discounts for administrative buildings or other non-instructional facilities, you must complete a worksheet for all schools in the school district or all library outlets/branches in the library system in order to calculate the appropriate discount for those facilities. In general, the following columns must be completed:

INDIVIDUAL SCHOOLS:

SCHOOLS IN ONE SCHOOL DISTRICT (SHARED SERVICES):

SCHOOL DISTRICTS:

LIBRARY OUTLETS/BRANCHES:

LIBRARY OUTLETS/BRANCHES IN ONE LIBRARY SYSTEM (SHARED SERVICES):

LIBRARY SYSTEMS:

CONSORTIA (after completing a worksheet or worksheet entry for each member entity as needed):

Columns 1-7 and Columns 9-10

Columns 1-10 and Item 9b, Line 1

Columns 1-10 and Item 9b, Line 1

Columns 1-7 and Column 11

Columns 1-7, Column 11, and Item 9b, Line 2

Columns 1-7, Column 11, and Item 9b, Line 2

Columns 1-2, Column 12, and Item 9b, Line 3

Please refer to the Form 471 Instructions for specific information on each item in the worksheet.

Entity Number <u>135209</u>	Applicant's Form Identifier <u>471 ATT 2</u>
Contact Person <u>PAT BERMAN</u>	Phone Number <u>847-506-2615</u>

Block 5: Discount Funding Request(s)
 Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.

Block 5, page 1 of 1
 FRN _____ (to be assigned by administrator)

10	If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:	<input type="checkbox"/>
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<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 11 Category of Service (only ONE category should be checked) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> PRIORITY 1 Telecommunications Service <input type="checkbox"/> Internet Access </div> <div style="width: 45%;"> <input type="checkbox"/> PRIORITY 2 Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections </div> </div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 12 Form 470 Application Number <u>364060000738575</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 13 SPIN - Service Provider Identification Number <u>143001912</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 14 Service Provider Name <u>ATT</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 15a <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services. </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 15b Contract Number <u>00000000000000000000</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 15c <input checked="" type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider) </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 15d <input type="checkbox"/> Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: <u>0000000000</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 16a Billing Account Number (e.g., billed telephone number) <u>847R160959</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 16b <input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing) <u>05252009</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 18 Contract Award Date (mm/dd/yyyy) <u>04012009</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 19 Service Start Date (mm/dd/yyyy) <u>04012009</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 20a Service End Date (mm/dd/yyyy) <u>03312012</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 20b Contract Expiration Date (mm/dd/yyyy) <u>03312012</u> </div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 23 Calculations </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> A. Monthly charges (total amount per month for service) <u>00000000000000000000</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> B. How much of the amount in A is ineligible? <u>00000000000000000000</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> C. Eligible monthly pre-discount amount (A minus B) <u>00000000000000000000</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> D. Number of months service provided in funding year <u>00</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> E. Annual pre-discount amount for eligible recurring charges (C x D) <u>00000000000000000000</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> F. Annual non-recurring charges <u>00000000000000000000</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> G. How much of the amount in F is ineligible? <u>00000000000000000000</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> H. Annual eligible pre-discount amount for non-recurring charges (F minus G) <u>00000000000000000000</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> I. Total funding year pre-discount amount (E + H) <u>00000000000000000000</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> J. Discount from Block 4 Worksheet <u>00</u> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> K. Funding Commitment Request (I x J) <u>00000000000000000000</u> </div>
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21 Description of This Service: You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided.	Attachment <u>A</u>
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22 Entity/Entities Receiving This Service:	a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service <u>135209</u> b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): <u>0000000000</u>
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Do not write in this area

Entity Number 135209 Applicant's Form Identifier 471ATF2
Contact Person PAT BERMAN Phone Number 847-506-2615

Block 6: Certifications and Signature

24 ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)

- a ☐ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or
- b ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

25 ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

- | | | |
|---|--|----------|
| a | Total funding year pre-discount amount on this Form 471
(Add the entries from Items 23I on all Block 5 Discount Funding Requests.) | 32697.96 |
| b | Total funding commitment request amount on this Form 471
(Add the entries from Items 23K on all Block 5 Discount Funding Requests.) | 6539.59 |
| c | Total applicant non-discount share
(Subtract Item 25b from Item 25a.) | 26158.37 |
| d | Total budgeted amount allocated to resources not eligible for E-rate support | 0 |
| e | Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts (Add Items 25c and 25d.) | 26158.37 |
| f | <input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e. | |

26 ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):

- a ☐ an individual technology plan for using the services requested in this application; and/or
- b ☐ higher-level technology plan(s) for using the services requested in this application; or
- c ☒ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

27 ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

28 ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29 ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s), or any representative or agent thereof or any consultant in connection with this request for services.

30 ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

Do not write in this area

Entity Number _____ Applicant's Form Identifier _____
Contact Person _____ Phone Number _____

- 31 ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- 32 ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- 33 ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.
- 34 ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- 35 ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible components as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1), (2).
- 36 ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
- 37 ☒ I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38	Signature of authorized person <u>Pat Berman</u>	39	Date <u>06022009</u>
40	Printed name of authorized person <u>PAT BERMAN</u>		
41	Title or position of authorized person <u>FINANCE MANAGER</u>		
42a	Street Address, P.O. Box, or Route Number <u>500 N DUNTON</u>		
	City <u>ARLINGTON HEIGHTS</u>		
	State <u>IL</u>	Zip Code <u>60004</u>	
42b	Telephone number of authorized person <u>847 506 2615</u>	Ext <u>3112</u>	42c Fax number of authorized person <u>847 506 2650</u>
42d	E-mail address of authorized person <u>pberman@hml.tfo</u>		
42e	Name of authorized person's employer <u>ARLINGTON HEIGHTS LIBRARY</u>		

The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 471
P.O. Box 7026
Lawrence, Kansas 66044-7026**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 471
3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100**

ATTACHMENT

“A”

APR 01 2009


 AT&T ILEC CompleteLink® 2.0
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20090403 -0176

Customer ("Customer")	AT&T ("AT&T")
ARLINGTON HEIGHTS MEMORIAL LIBRARY 500 N DUNTON AV ARLINGTON HEIGHTS, IL USA <u>Billing Address (if different)</u> Street Address City State Zip Code Country 847R160959	For purposes of this Confirmation of Service Order, AT&T means the Plan Provider(s) specifically identified herein with a place of business at: <input type="checkbox"/> 2600 Camino Ramon, San Ramon, CA 94583 <input checked="" type="checkbox"/> 225 W. Randolph St., Chicago, IL 60808 <input type="checkbox"/> One AT&T Plaza, Dallas, TX 75202 <input type="checkbox"/> 310 Orange Street, New Haven, CT 06510 <input type="checkbox"/> 2180 Lake Blvd., 7 th Floor, Atlanta, GA 30319 <input type="checkbox"/> One AT&T Way, Bedminster, NJ 07921
<u>Customer Contact (for notices)</u> Name: Title: Telephone: 847 R16 0959 Fax: E-mail: <u>Address, if different from above:</u> Street Address City State Zip Code Country	<u>AT&T Contact (for notices)</u> Account Rep Name: SOPHIA SCHNECKLOTH Title: Street Address: 2000 W. AT&T CENTER DRIVE City: HOFFMAN ESTATES State: IL Zip Code: 60196 Telephone: 847 566 6620 Fax: E-mail: ss1845@att.com <u>AT&T Authorized Sales Representative:</u> [Enter AT&T Sales Team Address Here] [Enter AT&T Sales City, State, Zip Here] <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com

Customer agrees to purchase the CompleteLink 2.0 ("CompleteLink 2.0 Plan", or the "Plan"), in the quantities and according to the prices and terms and conditions set forth in this Confirmation of Service Order ("Order") and in the Tariff, Guidebook, or Catalog. In states where the state commission no longer requires a tariff for this Plan, Customer agrees to purchase the Plan in the quantities and according to the prices and terms and conditions of this Order and the applicable Guidebook or Catalog and any applicable AT&T Business Service Agreement (BSA), which may be found at www.att.com/guidebook and which includes all documents incorporated by reference in the BSA. If there is a conflict between this document and the Tariff, Guidebook, Catalog or BSA, the applicable Tariff, Guidebook, Catalog, and BSA will take priority. The CompleteLink 2.0 Plan is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate(s) identified below as the Plan Provider(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <u>[Signature]</u> Printed Name: <u>Brian D. Shepard</u> Title: <u>Assistant Director</u> Date: <u>4-1-2009</u>	By: <u>[Signature]</u> Printed Name: <u>MARGORZATA SADKO</u> Title: <u>Contract Manager</u> Date: <u>APR 03 2009</u>



AT&T ILEC CompleteLink® 2.0
Confirmation of Service Order

Plan Provider(s) and Tariff(s), Guidebook(s) or Catalog(s): (Check all those which apply.)

<input type="checkbox"/>	Pacific Bell Telephone Company d/b/a AT&T California CAL P.U.C. NO. A8
<input checked="" type="checkbox"/>	Illinois Bell Telephone Company d/b/a AT&T Illinois ILL. C.C. NO. 19
<input type="checkbox"/>	Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana Guidebook, Part 4
<input type="checkbox"/>	Michigan Bell Telephone Company d/b/a AT&T Michigan M.P.S.C. NO. 20R, Part 4
<input type="checkbox"/>	The Ohio Bell Telephone Company d/b/a AT&T Ohio P.U.C.O. NO. 20, Part 4
<input type="checkbox"/>	Wisconsin Bell, Inc. d/b/a AT&T Wisconsin P.S.C. of W. 20, Part 4
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Arkansas General Exchange, Section 53
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Kansas General Exchange, Section 61
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Missouri General Exchange, Section 58
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Oklahoma General Exchange, Section 47
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Texas Local Exchange, Section 1

This Order between AT&T and Customer for CompleteLink® 2.0 Plan, an optional volume discount plan, will be effective on the date of execution hereof. The Term of this Order will begin on the date all Billing Account Telephone Numbers ("BTNs", or "ATNs") listed on Attachment B are entered into the AT&T billing system ("Commencement Date") and will continue for the Term Length specified in Attachment A (the "Term"). Unless otherwise agreed to by the parties in writing prior to the term expiration date of the CompleteLink® 2.0 Order, if Customer does not execute a new CompleteLink 2.0 Plan term agreement on or before the expiration date of this Order, this Order will terminate, and the services under this Order will be billed at the then-current month-to-month subscription rates set forth in the controlling Tariff, Guidebook or Catalog for each service will apply, and all discounts provided under this Order will no longer apply.

Customer accepts the terms and conditions of the Plan which are set forth in any applicable Tariff, Guidebook or Catalog, and Attachment A, each of which is incorporated by reference herein, including, but not limited to, the terms and conditions related to the MARC (as defined later) and Annual Under Utilization Charges and Early Termination Charges. The applicable state Tariff(s), Guidebook(s) or Catalog(s) describes the services which are eligible for discounts under the Plan. The terms and conditions provided below are provided herein for convenience only and do not supercede or modify the Tariff(s), Guidebook(s) or Catalog(s) in any way. In the event a Tariff, Guidebook or Catalog provision, term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The discounts will appear within the first or second billing statement after AT&T receives an executed Order (including signed Attachments) and the Plan information is entered into the AT&T billing system.

The following terms and conditions apply to the Plan.

- 1. Main Billed Telephone Number.** Customer must specify one of its accounts listed on Attachment B hereto as its "Main Billed Telephone Number", and this Order is governed by the laws, Tariff, Guidebook or Catalog, rules and regulations of the state in which the Main Billed Telephone Number is installed. The designated Main Billed Telephone Number must be one which appears on a bill currently rendered by AT&T as the local service provider. AT&T must be the local service provider for all BTNs and ATNs listed on Attachment B.
- 2. Failure to Meet Minimum Annual Revenue Commitment.** If Customer's actual billings for "Contributory Services" are less than the customer-selected MARC, Customer will be billed an "Annual Under Utilization" charge equal to the difference between the MARC and the billings for Contributory Services during the just prior 12-month period. For purposes of this Order and the Plan, "Contributory Services" are specified in the applicable Tariff, Guidebook or Catalog.
- 3. Early Termination Charge.** In the event Customer terminates this Order prior to the expiration of the Term, Customer shall be liable for an Early Termination charge. The Early Termination charge shall be calculated as follows:
 - A. 50% of the MARC multiplied by the number of years remaining in the Term of this Order.** If the termination includes calculation for a partial year, if the amount of relevant billings is less than Customer's MARC commitment, Customer shall pay to AT&T the difference between 50% of the MARC for that period of time and the actual amount of billings of Contributory Services for the same period of time.)



AT&T ILEC CompleteLink® 2.0
Confirmation of Service Order

- B. If Customer's Main Billed Telephone Number is in the State of Illinois, termination charges will equal the amount of "Unearned Discounts" for up to the 12-month period immediately preceding termination. For purposes of this Order, Unearned Discount shall mean an amount that results from subtracting the discounted price Customer paid for each service under the Plan, and the price Customer would have paid under the longest term plan Customer would have qualified for if it had not entered into this Order, based upon the actual time the Customer retained the Plan, or, if under this analysis Customer would not qualify for any plan then offered by Company, the Early Termination charge shall be calculated based upon month-to-month rates for each service.
- C. In addition to the Early Termination charge described above, upon an early termination, Customer shall be liable for Early Termination charges for any accelerated discount Customer received for entering into this Order. The accelerated discount Early Termination charge shall equal 50% of the accelerated discount received, prorated for the number of months remaining under this Order. Customer's Early Termination charge liability shall be offset by the amount of any early termination charges incurred by Customer as a consequence of Customer discontinuing an AT&T eligible term agreement for a Contributory Service. Early Termination charges for Accelerated Discounts shall not be offset by other early termination charges.
4. Early Termination Charge Exemptions. Early Termination charges may not apply under the following conditions. Each condition is at AT&T's option, at Customer's request:
- A. Satisfaction Guarantee. If within 90 days of the Commencement Date Customer may terminate this Order without Early Termination charge liability, except if Customer had terminated another AT&T toll, access or usage term plan to subscribe to this CompleteLink 2.0 Plan, the Customer is not eligible for this Satisfaction Guarantee. In addition, if Customer received an accelerated discount upon entering into this Order, the amount of the accelerated discount shall be charged to Customer's Main Billed Telephone number monthly statement or final bill.
- B. Unless this Order has a MARC of \$3,000.00, Customer may, at any time during the Term, replace a Contributory Service under this Order with a service identified as "Replacement Service" in the applicable Tariff, Guidebook or Catalog and if as a direct result of that replacement the Customer's annual spending for Contributory Services results in a reduced spending for contributory services that is 50% or less than Customer's MARC and the next lower MARC, Customer may terminate this Order without Early Termination charge liability provided: a) Customer enters into a new CompleteLink 2.0 term agreement for a term which is equal to or greater than the time remaining on this Order, and b) the MARC on the new agreement is the next lower MARC to that selected under this Order.
- C. Business Downturn MARC Downgrade: For purposes of this Order, the term "Business Downturn" is defined as an unplanned, measurable change in business conditions affecting Customer's business that was outside of Customer's control and that materially and negatively affected Customer's need for the level of AT&T Contributory Services. This provision may be invoked by Customer no earlier than on the 1st year anniversary date (based on the Commencement Date) of a two or three-year term agreement, or no earlier than after the end of the 2nd anniversary date for a five-year term agreement. To invoke this provision, Customer must provide in writing to AT&T the facts which support its request for Business Downturn, and AT&T will solely determine whether Customer's supporting materials describe a situation which constitutes a Business Downturn under this Order. Upon AT&T's determination that a Business Downturn has occurred, Customer and AT&T shall then negotiate in good faith an appropriate and commercially reasonable change to Customer's commitments hereunder. Examples of appropriate and commercially reasonable changes are (but are not limited to) a modification to the term length, price, MARC, or combination thereof. The Parties shall continue performance under this Order during AT&T's determination and the negotiations. If no agreement can be reached regarding a change to the Customer's commitments, then the rates, MARC, terms and conditions of this Order shall remain in effect for its Term. Customer may invoke this provision only once during the Term of this Order. Customer specifically acknowledges the transfer or substitution of the contributory services to a provider other than an AT&T company during the Term which results in a reduction in the projected annual spending for Contributory Services under this Order does not qualify as a business downturn.
- D. During the Term of this Order, Customer may terminate without liability provided: a) Customer enters into a new CompleteLink 2.0 service agreement for a term period which is equal to or greater than the time remaining on this Order, and b) the MARC on the new agreement is equal to or greater than the MARC under this Order.
5. The attachments hereto are incorporated by reference herein.

AT&T ILEC CompleteLink® 2.0
Confirmation of Service Order

For internal use only			
Is this CompleteLink 2.0 associated with ABN Complete?		YES <input type="checkbox"/> NO <input type="checkbox"/>	
AT&T Sales Representative – Please submit Customer Signed contract in e-mail or mail:		E-mail: Midwest - m19140@att.com OR Mail: 225 W. Randolph, 9C Chicago, IL 60606	
Sales Contact	SCPHIA SCHNECKLOTH	AT&T Branch Office	BCS
Sales Phone #	847 568 6620	AT&T Business Center Location	
Sales Fax #		Program Code	
Sales E-mail	ss1845@att.com	Sales Code	SS1845

End of Document



Attachment A
to
AT&T ILEC CompleteLink® 2.0 Confirmation of Service Order

The following information must be completed for the Order to be valid. The information below shows the MARC selected by Customer, the term length, and total volume discount associated with this CompleteLink 2.0 Plan. It also illustrates other applicable rates and/or specific discounts for the specified services per state. This Attachment is effective only when executed along with the AT&T ILEC CompleteLink 2.0 Confirmation of Service Order.

Minimum Annual Revenue Commitment (MARC) Customer will receive a volume discount according to the Schedule below based upon the Customer-selected MARC. Maximum Annual Discount (MAD) is the maximum discount on annual basis per MARC level.	
MARC	\$ 12000 MAD 1750
Term Length	3 Yrs.
Volume Discount	6.00%
Feature Discount	40% discount will be applied to those features listed in AT&T's state Tariffs, Guidebooks or Catalogs

IntraLATA Intrastate Toll (Enter only those which apply or select N/A)

Arkansas N/A	California N/A	Kansas N/A	Illinois \$0.053
Indiana N/A	Michigan N/A	Missouri N/A	Ohio N/A
Oklahoma N/A	Texas N/A	Wisconsin N/A	

IntraLATA Interstate Rate (Enter only those which apply or select N/A)

Illinois \$0.11	Indiana N/A	Michigan N/A	Ohio N/A	Wisconsin N/A
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Local Usage Rates/Discounts (Enter only those which apply or select N/A)

California - Zone 1 & Zone 2: N/A	Illinois Band A: 0.0130	Michigan - Specific Price Point Per message Rate: N/A	Ohio - Specific Price Point Per message Rate: N/A	Wisconsin - Specific Price Point Per message Rate: N/A
California - Zone 3: N/A	Illinois Band B: 0.0340	35% - Service Level Discount Does not apply to Per message rate	15% - Service Level Discount Does not apply to Per message rate	30% - Service Level Discount Does not apply to Per message rate
	Illinois Band C: 0.0470			

Other Discounts which may apply: (Enter only those which apply or select N/A)

Arkansas N/A	California N/A	Kansas N/A	Illinois N/A
Indiana N/A	Michigan N/A	Missouri N/A	Ohio N/A
Oklahoma N/A	Texas N/A	Wisconsin N/A	

The CompleteLink 2.0 Business Access Line Rates listed in AT&T's state Tariffs, Guidebooks or Catalogs and where available by state, will apply to the Billed Telephone Numbers (BTN)s, and the associated working telephone numbers billed under the BTN(s), which are listed on the CompleteLink 2.0 Attachment B.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <u>Brian D. Shepard</u>	By: <u>MALGORZATA SADKO</u>
Printed Name: <u>Brian D. Shepard</u>	Printed Name: <u>Contract Management</u>
Title: <u>Assistant Director</u>	Title: <u></u>
Date: <u>4-1-2009</u>	Date: <u>APR 03 2009</u>

Attachment B to
ATT ILEC CompleteLink 2.0 Pricing Schedule/Confirmation of Service Order
Plan BTN List

The following information must be completed for the Pricing Schedule to be valid. Only those Billed Telephone Number(s) (BTN) (also referred to as Account Telephone Number(s), ATN) that are specified below are included in the Plan. (The BTN/ATN appears in the top, right corner of the Customer's bill. The Customer Code is the 3-digit number following the 10-digit BTN). Except as required by law, a Plan is not transferable to, or may not be assumed by, a customer or customers other than the Customer of record without prior written consent of AT&T companies. Telephone numbers for the following categories of service are not valid BTNs: pager, cell phone, pay phone, and residential.

[illegible]

* Product discounts will be applied on each BTN bill and the amount of the Customer's total discount will be prorated to each bill based upon that specific account's billing volume Eligible Services. Early Termination Fees and Under Utilization Charges will be billed to the Main Billed Telephone Number specified above.

Customer Signature B. D. H. J.

End of Document



E-rate Rider

**ATTACHMENT TO CompleteLink ("Agreement") FOR
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING**

This Attachment ("Attachment"), entered into by AT&T ("AT&T") and Arlington Heights Memorial Library ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

CONFIDENTIAL INFORMATION

*This agreement is for use by the authorized employees of the parties hereto only
and is not for general distribution within or outside the companies.*



E-rate Rider

Customer Must Choose A or B

A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service.

CONFIDENTIAL INFORMATION

2 of 3

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

HOME

CANCEL

HELP

FCC Form 471

Services Ordered and Certification Form



Approval by OMB 3060-0806

Estimated Average Burden Hours Per Response: 4 hours

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.sl.universalservice.org.) The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier:

(Insert your own code to identify THIS Form 471)

Form 471 Application #:

(To be assigned by administrator)

Block 1: Billed Entity Information

(The "Billed Entity" is the entity paying the bills for the services listed on this form.)

1 Name of Billed Entity ARLINGTON HEIGHTS MEM LIBRARY		2 Funding Year: Year 2009: 07/01/2009 through 06/30/2010	
3 Billed Entity Number 135209			
4 Billed Entity (Applicant) Address, etc.			
a Street Address, P.O. Box, or Route Number 500 N DUNTON AVE			
City ARLINGTON HTS		State IL	Zip Code + 4 60004 - 5966
b Telephone Number (10 digits + extension) (847) 392 - 0100		c Fax Number (10 digits) (847) 506 - 2650	
5a Type Of Application (Select only one type)			
<input type="radio"/> Individual School (individual public or non-public school) <input type="radio"/> School District (LEA, public or non-public (e.g., diocesan) local district representing multiple schools) <input checked="" type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="radio"/> Consortium			
If you selected "Consortium" in #5 above, check here <input type="checkbox"/> if any members are ineligible non-governmental entities.			
6a Contact Person's Name: Pat Berman		Copy 4a-c above to 6b-d below	
First, if the Contact Person's Street Address is the same as in Item 4, check this box <input type="checkbox"/> If not, please complete the entries for the Street Address below			
6b Street Address, P.O.Box, or Route Number 500 N DUNTON AVE			
City ARLINGTON HTS		State IL	Zip Code + 4 60004 - 5966
Check the box next to your preferred mode of contact and provide your contact information. One box must be checked and an entry provided.			

<input type="checkbox"/> 6c Telephone Number (10 digits + ext.)	(847)	506	-	2615	ext.	
<input type="checkbox"/> 6d Fax Number (10 digits)	(847)	506	-	2650		
<input type="checkbox"/> 6e E-mail Address (50 characters max.)	pbeman@ahml.info							
6f Holiday/vacation/summer contact information								

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FCC Form 471

Services Ordered and Certification Form

[Block 1](#)[Block 2 & 3](#)[Block 4](#)[Block 5](#)[Block 6](#)

Applicant's Form Identifier:

Entity Number: 135209

Contact Person: Pat Berman

Phone Number: (847) 506-2615

IMPORTANT

Please record your Form 471 application number and security code. You will need this information if you wish to exit and return later to this online Form 471 application or if you wish to file your Item 21 Attachment Online.

471 Application Number: 692745

Billed Entity Number: 135209

Security Code Number: 44907

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